

The Ozark Warehouse Rental Agreement

EVENT SPACE RENTAL AGREEMENT

THIS AGREEMENT (the Agreement), made as of this ____ day of _____, 20____, by and between The Ozark Warehouse, LLC. (The Owner), whose business address is 105 East Avenue N. Ozark, AL. 36360 and _____ (the Renter) collectively, the Parties. The Owner hereby grants a limited and revocable license (the License) to the Renter to use the following space (the Space) on the Event Date & during the hours specified under this agreement.

THE PARTIES AGREE AS FOLLOWS:

EVENT

The Renter shall hold the following Event: _____ (the Event) on the ____ day of _____, 20 ____ (the Event Date), between _____ am/pm and _____ am/pm. Renter is authorized to use the Space to hold the Event named above, and for no other purpose.

Misrepresentation of the actual event occurring by the Renter will immediately void the agreement, and the Renters forfeiture of all fees and security deposit paid.

YOUR RENTAL

- Includes a maximum use of the facility as described in the Fees Section of this contract.
- Includes the use of all tables and white padded gold Chiavari chairs for up to 165 set at your discretion.
- Any tables and seating required over the 165 provided, will be the responsibility of the Renter.
- Includes an event attendant the day of the event. Attendant does not decorate. The responsibility of the attendant is to allow access to building and to ensure all systems are in working order before the start of the event.

MAXIMUM OCCUPANCY

- Maximum occupancy = 250
- Maximum Seated = 165 with dance floor
- Maximum Seated = 200 without the dance floor

RENTAL PERIOD & EVENT HOURS

- **ALL DAY** Rentals allow (15) hours of use of the facility. (3) hours of setup, (9) hours for the actual event and (3) hours for cleanup. Actual event must end no later than midnight.
- **HALF DAY** Rentals allow for (7) hours of use of the facility. (2) hours of setup, (4) hours for the actual event and (1) hour for cleanup. Our times for half day rentals are Brunch (7am-2pm) or Dinner (4pm-11pm). **Brunch events must be completed and cleaned no later that 2pm or ALL DAY rental rates will be applied.**

ADDITIONAL TIME FOR SETUP, ROOM DECORATING, VENDORS, ETC.

- If the Renter or its vendors need additional time for setup, room decorating, etc. the renter may ask for access to the room beyond the contracted hours for an additional charge. Additional setup hours must be contiguous with event hours (I.E. additional setup or breakdown time) is only available for the hours immediately before or after the event, and at The Ozark Warehouse's discretion.
- The Renter must request this additional time in writing at least (30) days prior to your event.
- Additional setup and breakdown time will be billed at the rate of **\$100.00** per hour or portion thereof.

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SECURITY DEPOSIT

- A security deposit of \$250.00 is required to reserve a date, in addition to the rental fees.
- The security deposit will be returned within 10 days after the event or when all accounts are settled, whichever is later.
- The security deposit will be forfeited if The Ozark Warehouse's conditions and damages clauses are not met.
- You must supply a Credit Card number or Check for our records.

CONDITIONS

- No Confetti, glitter, smoke, and bubble machines may be used no exceptions.
- No open flames can be used on the property; this specifically includes candles.
- No decorations may come in contact with the sprinkler system or the chandelier
- No painting of any kind is allowed on the property. This includes the parking lot, interior of the space, or any other area owned and operated by The Ozark Warehouse.
- Raw Rice is not allowed to be thrown on the property. Bird seed may be used, but only outside the building.
- Youth functions (under age 21) are required to have one (1) adult (over age 21) chaperone per (10) minors.
- Alcoholic beverages will not be served at any event classified as a Youth function.
- After the completion of the Event, the Renter shall leave the Space in the same condition as received from the Owner.
- Renter shall remove all personal property, trash, and other items immediately following the event. Items that are not removed will be disposed of by The Ozark Warehouse at the cost of the Renter.
- All trash must be placed in dumpster which is located on the side of the building, behind the wood deck.
- Catering kitchen must be cleaned, all food items must be removed from commercial refrigerator. Wet towels are to be hung on three compartment sink. Floor must be clean of spills and debris. Warming oven must be wiped out if used, and trays washed if soiled.

DAMAGES

- Beyond ordinary wear and tear, the Renter shall be responsible for any damage caused by the Renters use of the Space.
- The Renter shall arrange for the repair of any such damage. In the event if the Renter does not make any necessary repairs, Owner shall arrange for the same at the Renters expense.

REVOCATION

- The Owner shall have the right to revoke the License at any time prior to the Event Date, provided it gives the Renter prior written notice of revocation. If the Owner revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by the Renter, Owner shall refund to Renter all fees paid by Renter in connection with this Agreement.

CANCELLATION

- Renter may cancel the Event by notifying Owner by providing notice thirty (30) days or more before the Event Date. In such an event, Owner shall refund to Renter the security deposit only, no fees will be refunded. If the Event is cancelled inside of (30) days from the Event Date, Owner shall also retain the security deposit.

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EVENT VENUE LIQUOR POLICIES

The Ozark Warehouse has the following policies around Open Bar and Consumption Bar purchases:

- Open Bars and Cash Bars are subject to 4% AL sales tax and 5% local tax. There is also an 8% City of Ozark liquor tax on all wine, whiskey, or liquor sold.
- Please note, guests are expected to tip the bar staff. If you do not wish to have tip jars present, the event host will be required to pay 18% gratuity.
- All open bar packages must be paid for with the confirmed guest count or pre-set dollar limit 14 days prior to event.

The Ozark Warehouse will make every effort to ensure that your event is a success. We require your cooperation to make sure that everyone has a safe and enjoyable time. To assure this we have a few house rules around alcohol consumption:

- The Ozark Warehouse will not serve anyone under the legal drinking age. Our staff is instructed to request identification from all patrons who may not appear to be of legal drinking age. We suggest that all clients notify their guests of this policy.
- The Ozark Warehouse reserves the right to confiscate any liquor being consumed at the event that was not purchased through The Ozark Warehouse.
- The Ozark Warehouse will not serve any drinks that contain more than two liquors.
- The Ozark Warehouse has a house policy of NO SHOTS.
- The Ozark Warehouse will not serve more than two drinks to a patron at one time.
- Full or partially opened bottles of wine may not be removed from the premises.
- The Ozark Warehouse and its management reserve the right to refuse to serve anyone, whether they are of legal drinking age or not.
- The Ozark Warehouse and its management reserve the right to make a judgment call by not serving an individual who appears to be intoxicated.
- The Ozark Warehouse does not allow alcoholic beverages beyond designated areas which is the interior of the building or on the wood deck. No alcoholic beverages are allowed outside the front doors.

I have read The Ozark Warehouse's liquor policies; I understand my responsibility and agree to the conditions set forth.

Initial _____ The Renter

CATERING

- The Ozark Warehouse operates a full-service catering company "The Warehouse Catering Company". If you choose to use our in-house catering, we will apply a 10% discount to the total "rental fee" of the event space.
- The same cancellation policy for the event space applies to catering as well.
- Catering packages through The Warehouse Catering Company will be billed separately
- Outside catering companies are allowed but must be licensed and insured. The name of the catering company must be provided (30) days prior to the event date.
- Potluck (dinner on the grounds) type catering is allowed, with the understanding that the Renter assumes all liability for any damage or personal injury that may occur.

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ASSIGNMENT

- Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party. Fees and deposits are non-transferable to other parties.

INDEMNIFICATION

- You agree that The Ozark Warehouse is not responsible for any items personal or otherwise brought into the event facility or in the facility's parking lots that are lost, stolen, damaged or otherwise lose value. Renter specifically waives and agrees to indemnify and hold harmless The Ozark Warehouse, its agents, employees and assigns, from any claims, loss or damage to any guests, vehicles or others as a result of the use of said event space, adjacent areas, parking lot and The Ozark Warehouse site or areas traversed to access said event space, unless said claim, loss or damage is the result of The Ozark Warehouse, its employees, or agents, direct intentional misconduct.

Initial _____ The Renter

Initial _____ The Owner

DISCLAIMERS

The Space shall be provided by the Owner as-is and the Owner makes no warranty regarding the suitability of the Space for Renters intended use.

RIGHT OF ENTRY

The Owner shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Owners property, or injury to any person in or near the Space.

GOVERNING LAW

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Alabama, without regard to conflicts of law principles.

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FEES AND RATES

EVENT SPACE ONLY

- Sunday through Wednesday
 - \$600.00 - All Day (8am-11pm)
 - \$400.00 - Brunch (7am-2pm) / Dinner (4pm-11pm)
- Thursday and Friday
 - \$1,200.00 - All Day (8am-11pm)
 - \$750.00 - Brunch (7am-2pm) / Dinner (4pm-11pm)
- Saturday
 - \$1,500.00 - All Day (8am-11pm)
- Additional hours for setup or breakdown @ \$100.00 per hour or portion thereof.
- 60" round tables & 8 chairs (15 available) @ no charge
- 48" round tables & 6 chairs (6 available) @ no charge
- Classic white linen tablecloths @ \$12.00 per linen.
- Use of P.A. System, projection Screen, or sound system requires a \$50.00 attendant fee.

BAR SERVICE

- Cash Bar Service (Base Beer and Wine prices per drink start @ \$4.00 / liquor @ 6.00 per drink for house brands)
 - Flat setup fee of \$350.00 for maximum 5 hours of service
 - Extra \$30.00 per each additional hour
- Open Bar (a set number of drinks will be pre-purchased by the Renter)
 - Flat setup fee of \$350.00 for maximum 5 hours of service
 - Extra \$30.00 per each additional hour
 - A budget number will be established by the Renter, this amount will be due (14) days prior to the event date.
 - Bar will shut down once budget number has been reached.
- Split Bar (combination open bar and cash bar)
 - Flat setup fee of \$350.00 for maximum 5 hours of service
 - Extra \$30.00 per each additional hour
 - A budget number will be established by the Renter, this amount will be due (14) days prior to the event date.
 - Bar will change over from open bar to cash bar once budget number is reached.

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EVENT INFORMATION

_____ Date of Event / _____ Type of Event / _____ Event Start Time

_____ Additional setup time? (In hours) _____ Additional Event Time? (In hours)

_____ Linen Rental (Y / N) / _____ Catering (Y / N) Company name? / _____ Bar Service (Y / N) / Cocktail Hour (Y/N)

_____ 60" Tables Requested / _____ 48" Tables Requested / _____ Chairs only Requested

_____ Responsible Party Names (must be over 21)

_____ Responsible Party Address _____ Telephone #

_____ Estimated # of Guest

Security Deposit:

- Check
- Credit Card _____ / _____ / _____
Number Exp. Date CCV #

Fee Payment Options

- Cash
- Check (\$30.00 service charge on all returned checks/ Checks must clear before event date)
- Credit Card (3% service charge per use, if you choose this option, you will receive a PayPal Invoice where you can enter your payment information.

Renter shall pay to Owner a total fee of \$_____ (the Fee), for the use of the Space. One Half of the total fee is due upon signing of this agreement, which is non-refundable along with the security deposit. The Balance of the fee will be required paid in full 30 days before the commencement of the rental period.

_____ payment received on _____ day of _____, 20____

_____ payment received on _____ day of _____, 20____

_____ payment received on _____ day of _____, 20____

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ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Renter and the Owner and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

The RENTER

Signature _____

Print Name _____

Address _____

The OWNER

Signature _____

Print Name _____

Address 105 East Avenue N. Ozark, AL. 36360